

Tenacium DC Ltd

Terms and Conditions: Supply of Professional Services

DATED: May 2024

These Terms and Conditions apply to the services detailed in “The Services” by Tenacium DC Limited, a company registered in England and Wales under number 13355066, whose registered office is at 112 Morden Road, London, England, SW19 3BP (the Supplier) to the person buying the Services (the Customer)

The Customer enlists the supplier to provide services (“the Services”) to the Customer and the Supplier agrees to provide such Services for the Duration of the Agreement and upon the terms and conditions in the Agreement.

IT IS AGREED as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Commencement Date <<Insert Date of Agreement>>

Services :

The project/services to be performed by the Supplier under this Agreement and which include:

1. Advisory/Strategic services including but not limited to Operating Model, Costs and Benefits.
2. Capability Delivery on DDAT and Cyber domains.
3. R & D and Training on Data (including ML & AI) , Cyber Security and Agile Delivery.

and

Such other services as the Customer and the Supplier may agree upon from time to time, during the Duration of this Agreement.

OR

[The Services to be performed by the Supplier under this Agreement and which are set out in the Schedule of Services.]

Termination Date : The date on which the Supplier's appointment hereunder is terminated.

Consultant: Any person, either self-employed or employed by the Supplier, with suitable skill, knowledge, and experience who is nominated and engaged by the Supplier to carry out the Services on behalf of the Supplier

2. Duration of the Agreement

The Agreement shall commence with effect from the Commencement Date <<Insert Date of Agreement>> until <<Insert Termination Date>> or until this Agreement is terminated in accordance with Clause 12.

3. Supplier's Obligations

3.1 For the duration of the Agreement the Supplier shall:

3.1.1 perform the Services described in [Clause 1 of] [the Schedule to] this Agreement;

3.1.2 make a Consultant available to the Customer for not less than <<Insert minimum working hours>> working hours during each day and for not less than <<Insert minimum working days>> working days during each week, at such times and such locations as the Customer and Supplier shall agree from time to time;

3.1.3 ensure that the Consultants perform the obligations of the Supplier in an expert and diligent manner and to the best of his/her ability; and

3.1.4 keep the Customer informed of progress on the Services and in particular to liaise with <<Insert name>> in respect of the day-to-day performance of the Services.

3.2 Subject to any requirements set out in the Schedule or any reasonable requests of the Customer from time to time, the Supplier is exclusively responsible for organising when, how, and in what order the Services are performed.

3.3 The Supplier may in its discretion at any time (and on one or more

occasions) substitute for any Consultant any other Consultant who has the requisite skills, knowledge and experience to provide the Services.

- 3.4 The Supplier is responsible for the quality of the work undertaken by Consultants on the Services and, without limitation, is wholly responsible for ensuring that Consultants performing the Services shall do so competently and with reasonable care and skill.

4. Delegation of Work

The Customer shall not be obliged to provide the Supplier with work and the Supplier will not be obliged to accept or perform any work unless the Customer has requested and the Supplier has agreed to perform such work.

5. Fee

- 5.1 The Customer shall pay to the Supplier an <<e.g. hourly>> fee of <<Insert hourly fee>> (exclusive of any value added tax) for the provision of the Services.
- 5.2 These fees are to be paid within 30 days, subject to delivery of the Supplier's invoice to the Customer. The invoice shall detail the Services provided and the fees due in respect of those Services. Where the Supplier is registered for Value Added Tax, any Value Added Tax shall be shown separately on the invoice.
- 5.3 If there are periods when there are no Services for the Supplier to perform, the Supplier shall not be paid a retainer for those periods. Fees are payable only in respect of Services provided.

6. Expenses

- 6.1 The Customer shall reimburse the Supplier travelling expenses only reasonably incurred by it in the proper performance of its obligations hereunder other than its expenses of travelling between its normal place of business and the premises at which the Supplier's Services are to be carried out.
- 6.2 In order to obtain such reimbursement as set out in Sub-Clause 6.1 the Supplier must provide such receipts or other evidence of actual payment of such expenses as the Customer may reasonably require.]

7. Late Payment

If the Customer fails to make any payment due to the Supplier under Clause(s) 5 [and 6] on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

- 7.1 terminate this Agreement by giving written notice to the Customer provided that the Customer fails to make the due payment within <<Insert number of days>> working days after receiving written notice from the Supplier giving full particulars of the payment due and requiring such payment to be made within <<Insert number of days>> working days; and
- 7.2 charge the Customer interest on the amount unpaid, at the rate of two per cent per annum above the base lending rate of <<Insert Bank Name>> from time to time. Such interest shall accrue on a daily basis from the due date for payment until payment is made in full to the Supplier of the overdue sum, whether before or after judgment. The Customer shall pay the interest due together with the overdue sum.

8. Status of Supplier and Tax Liability

- 8.1 The Supplier's relation to the Customer is that of an independent Supplier. The Supplier shall be responsible for all taxes and contributions (including, but not limited to, income tax and national insurance, where applicable) in respect of all amounts paid or payable to the Supplier under or in relation to this Agreement.
- 8.2 The Supplier hereby agrees to indemnify the Customer in respect of any claims that may be made by the relevant authorities against the Customer in respect of any such taxes and/or contributions, including interest and penalties, relating to the Services provided to the Customer under this Agreement.
- 8.3 The Supplier shall be responsible for all of its expenses and, where applicable, VAT.

9. Employment

Nothing in this Agreement shall create or be deemed to constitute or give rise to a partnership, joint venture, agency or any employment relationships between the Parties, or any employment relationship between any Consultant and either the Customer or the Supplier, or any other fiduciary relationship other than the contractual relationship expressly provided for in this Agreement.

10. Exclusivity of Service and Competition

- 10.1 The Supplier may provide to others services which are the same as or similar to the Services but the Supplier agrees that it will not, without the written consent of the Customer, be in any way directly or indirectly engaged or concerned in any other business or undertaking where this is or is likely to be in conflict with the interests of the Customer or where this may adversely affect the efficient discharge of the Supplier's duties under this Agreement.
- 10.2 For the purposes of this Clause 10, a conflict of interest is deemed to include, without limitation, providing the same or similar services to any other Customer engaged in business similar or the same as that of the Customer, such business being <<Insert description of the Customer's business>>.

11. Confidential Information

- 11.1 The Supplier shall neither throughout the Duration of this Agreement (except in the proper performance of their obligations) nor at any time (without limit) after the termination thereof, directly or indirectly:

11.1.1 use for their own purposes or those of any other persona, company, business entity or other organisation whatsoever;

11.1.2 disclose to any person, company, business entity or other organisation whatsoever;

any trade secrets or confidential business information relating or belonging to the Customer or its associated companies, including but not limited to any such information relating to customers, customer lists or requirements, price lists of pricing structures, marketing and sales information, business plans or dealings, employees or officers, financial information and plans, designs, formulae, specific technical information, research activities, any document marked "Confidential", or any information which they have been told is confidential or which they might reasonably expect the company would regard as confidential, or any information which has been given to the company or any associated company in confidence by customers, suppliers and other persons.

- 11.2 The Supplier shall not at any time throughout the Duration of this Agreement make any notes or memoranda relating to any matter within the scope of the Customer's business, dealings or affairs otherwise than for the benefit of the Customer or any associated Company.
- 11.3 The obligations contained in Sub-Clause 11.1 above shall cease to apply to any information or knowledge which may subsequently come into the public domain after the termination of this Agreement, other

than by way of unauthorised disclosure.

12. Intellectual Property

All records, documents, papers (including copies and summaries thereof) and other copyright protected works made or acquired by the Supplier in the course of carrying out its obligations under this Agreement, together with all the worldwide copyright and design rights in all such works, be and at all times remain the absolute property of the Customer.

13. Termination

13.1 Either Party may terminate this Agreement at any time without notice and without giving any reason for such termination.

13.2 This Agreement shall terminate, notwithstanding any other rights and remedies the Parties may have, in the following circumstances:

13.2.1 either Party fails to comply with the terms and obligations of this Agreement and such failure, if capable of remedy, is not remedied within <<insert period>> of written notice of such failure from the other Party; or

13.2.2 either Party goes into bankruptcy or liquidation – either voluntary or compulsory – save for the purposes of bona fide corporate reconstruction or amalgamation, or if a receiver is appointed over the whole or any part of that Party's assets.

13.3 The termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the Parties under this Agreement.

14. Liability

14.1 This Clause 14 sets out the entire financial liability of the Parties to each other for any breach of this Agreement, and any representation, statement, or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.

14.2 Subject to sub-Clause 14.3, neither Party shall be liable to the other, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation for any loss of profit, loss of revenue, loss of goodwill, loss of business opportunity, loss of anticipated saving, business interruption or management time, failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, or any special commercial, economic, indirect or consequential damage or loss that may be suffered by the other Party

that arises out of or in connection with this Agreement.

14.3 Nothing in this Clause 14 or in any other provisions of this Agreement shall:

14.3.1 limit the liability of either Party to the other for fraud or fraudulent misrepresentation, for deliberate or wilful misconduct, or for death or personal injury; or

14.3.2 exclude or limit the liability of the Supplier under or in respect of the indemnity given in Clause 8.2.

14.4 Subject to Clause 14.3, the total liability of either Party arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to [£<<insert sum>>][the total of the fees (excluding any VAT) payable or paid under this Agreement for all Services carried out during the period term of this Agreement preceding the date such liability arose.

15. Force Majeure

15.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

15.2 [In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of Force Majeure for a continuous period of <<insert period>>, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.]

16. Customer Property

On the termination of this Agreement, the Supplier must immediately return to the Customer in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents (and any copies thereof) and any other property belonging to the customer or its associated Companies which are in their possession or under their control. The Supplier will, if so, required by the Customer, confirm in writing that they have complied with their obligations under this Clause 13.

17. No Waiver

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

18. Assignment and Sub-Contracting

18.1 Subject to sub-Clause 18.2, this Agreement is personal to the Parties. Neither Party may assign, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

18.2 The Supplier shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-Suppliers or employees. Any act or omission of such other member or sub-Supplier or employee shall, for the purposes of this Agreement, be deemed to be an act or omission of the Supplier.

19. Third Party Rights

19.1 No one other than a Party to this Agreement, their transferees, successors, or assignees, shall have any right to enforce any of its terms and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19.2 Subject to this Clause 19 this Agreement shall continue and be binding on the transferee, successors, and assignees of either Party as required.

20. Notice

20.1 All notices to be given under this Agreement by either Party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other Party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

20.2 All notices delivered in accordance with Sub-Clause 20.1 shall be deemed to be received within seven days of posting provided that the notice is sent to the following addresses in respect of each party:

20.2.1 <<Insert customer Name>> ("the customer")
<<Insert FAO>>
<<Insert customer Address>>

20.2.2 <<Insert Supplier Name>> ("the Supplier")
<<Insert Supplier Address>>

21. Entire Agreement

21.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

21.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

22. Law and Jurisdiction

This Agreement is to be governed by and construed in accordance with the Laws of England and Wales and the Parties hereto submit to the exclusive jurisdiction of the English and Welsh Courts in respect of any dispute and/or legal proceedings in respect of this Agreement and any matter arising hereunder.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

<<Name and Title of person signing for the Customer>>
for and on behalf of << Customer Name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Supplier>>
for and on behalf of <<Supplier's Name>>

In the presence of
<<Name & Address of Witness>>

[SCHEDULE OF SERVICES]

<< To be included at a later agreed date >>